

# TOWN OF MONTAGUE AVENUE A STREETScape ENHANCEMENT PROJECT

## Request for Proposals

### Design, Bid Ready Plans and Specifications

Released: Oct 9, 2013

Due: October 30, 2013

#### **Contents**



- *Request for Proposals*
- *Project Description*
- *Evaluation Criteria*
- *Price Form*
- *Professional Services Contract*

The Town of Montague, acting through the Planning and Conservation Department is seeking the services of a landscape architect/engineer to produce bid-ready plans and specifications for Avenue A Streetscape enhancements that were recommended in the 2013 Downtown Turners Falls Livability Plan. Specifically, the Town plans to construct a sidewalk plaza at the corner of Avenue and Third Street and to replace current streetscape lights with new posts and LED fixtures. The available funding for this project is \$9,000. Sealed proposals will be accepted until 2:00 PM on Wednesday October 30, 2013. Proposals shall be mailed or hand delivered to the Planning and Conservation Department

Contact: Walter Ramsey, AICP. Montague Town Planner and Conservation Agent, Email: [planner@montague-ma.gov](mailto:planner@montague-ma.gov) One Avenue A Turners Falls, MA Phone: 413.863.3200x207 fax 413.863.3222

## **A INVITATION**

### **AVENUE A STREETSCAPE ENHANCEMENT PROJECT**

#### **SCOPE OF SERVICES**

The following outlines a Scope of the Services for which the consultant will perform for the AVENUE A STREETSCAPE ENHANCEMENT PROJECT. The basic objective of the Consultant's efforts will be to design and prepare bid ready plans and specifications for the project. The fixed fee amount for the scope of service outlined below is \$9,000.

The Town of Montague reserves the right to continue with the selected engineer/landscape architect for additional services. These services may include: bidding and construction oversight. These services may be extended by contract with a negotiated fee for service.

Towards this goal, the consultant will be responsible for the following scope of services in accordance with all Federal/State/Local laws and regulations, including but not limited to HUD regulations under Title I of the Housing and Community Development Act of 1974, as amended, applicable M.G.L. Chapter 149 requirements, as well as related Federal and State Labor Standards Provisions HUD form 4010; HUD Handbook 1344.1 Federal Labor Standards Compliance; Massachusetts General Laws Chapter 149, Section 27; and Massachusetts Department of Labor and Industries (Labor Laws); Davis-Bacon and Related Acts; the Contract Work Hours and Safety Standards Act, Copeland "Anti-Kickback Act" and compliance with all applicable Federal/State/Local ADA requirements:

#### **Scope of Services**

The Engineer/Landscape Architect will be responsible for the design and preparation of bid documents for the project. They will perform the following tasks:

1. Prepare final Site Plan for Pedestrian Plaza at 102-108 Avenue A.
2. Prepare a "typical" diagram for the installation of replacement streetscape lights and poles on 30 existing mounts. Note: The Town will select and purchase the replacement poles.
3. Construction Documents: Bid ready Plans and Specifications
  - Based on the final site plan, prepare a set of construction drawings, technical specifications, and bid documents for public bids.
  - Final drawing will contain the level of detail necessary to allow accurate estimating by contractors and bid documents will contain all necessary bidding information to conform with all state and federal requirements for this project
  - Prepare the final cost estimate of the construction documents. The cost estimate shall be based on current prices for similar work. The cost estimate will contain all labor, materials and supervision necessary to complete all work according to prevailing wage rates (State and Federal, whichever is higher), and should be an accurate prediction of their award contract price
4. Attend at least 2 meetings with town officials, the streetscape committee, and public to discuss the project design.

5. Upon approval of streetscape committee, prepare and assemble 3 sets of bid documents for funding applications.

Proposals should include the firm's qualifications and relevant work experience, particular reference should be made to state and/or federally funded projects, with the above mentioned type of project, a listing of all personnel who will be working on this project and their responsibilities and qualifications, a timetable for completion of the scope of services, documentation that the firm meets insurance requirements (Errors and Omissions Insurance, coverage to be equal to 10% of the construction costs with a minimum of \$250,000 and if the designer has a deductible to their policy, this deductible will be subject to approval by the Town of Montague). The complete list of evaluation criteria is available upon request.

Three (3) copies of the sealed technical proposals and one (1) sealed copy of a separate fixed price proposal for AVENUE A STREETSCAPE ENHANCEMENT PROJECT should be submitted in writing by 2:00 p.m. October 30, 2013 to the Town of Montague, Planning Department, 1 Avenue A, Turners Falls, Massachusetts 01376. The envelope containing the non-price proposals shall be marked " AVENUE A STREETSCAPE ENHANCEMENT PROJECT NON-PRICE PROPOSAL", and the price proposal shall be marked " AVENUE A STREETSCAPE ENHANCEMENT PROJECT PRICE PROPOSAL".

**For additional information, please contact Walter Ramsey, AICP by phone at (413) 863-3200 extension 207, or at the above address.**

A site walk is not scheduled. Potential responders are welcome to review the project site on their own.

The Town of Montague reserves the right to reject all proposals in the interest of sound business practices. The Town of Montague is an Affirmative Action/Equal Opportunity Employers and encourage proposals from qualified minority and women owned businesses.

## **B. EXISTING CONDITIONS DESCRIPTION**

Avenue A was laid out in Alvah Crocker's original 1869 plan of Turners Falls as a wide commercial street that would serve as the main axis of the community. More than a century later it has retained both the form and the function of that original intent. Although the brick buildings date to the late 19th century, the current streetscape emerged during revitalization efforts in the 1980s. The town reconstructed sidewalks, planters, parking and driving lanes from First Street through Seventh Street. The result is a coherent and uniform streetscape experience consisting generally of 10-15 foot wide brick and concrete sidewalks, 10 foot wide bermed tree planters, a 5 foot sidewalk extension, angled parking and a wide driving lane. Overall the town maintains a 100 foot right of way along the length of Avenue A. The paved width is approximately 70 feet. The Town owns the sidewalk from the street to the building footprint.

In 2013, the Town of Montague completed a Downtown Turners Falls Livability Plan (for a copy of the plan, please see [www.montague.net](http://www.montague.net)). Specifically, the plan calls for an update to pedestrian lighting and for the addition of sitting and gathering spaces along Avenue A. Thus,

the Town is proposing a sidewalk plaza at the corner of Avenue and Third Street and to replace current streetscape lights with new posts and LED fixtures

#### Sidewalk Plaza Element

This is the principal element concerning the designer services. A concept of the plaza has been approved by the Livability Plan Advisory Committee, and subsequently endorsed by the Selectmen and Planning Board. The final design should closely reflect this concept in the plan (see appendix). The proposed plaza is an approximately 1,800 square foot area at the corner of Avenue A and Third Street, the most visible and significant crossroads of downtown Turners Falls. The block at 102-109 Avenue A has been selected as the site because of the strategic location and the targeted effort to revitalize that block, which consists of only one out of four storefronts being occupied.

The plaza itself would extend the brick sidewalk into Avenue A to provide a place for seating, plantings and a public art piece. It is a gathering space to people-watch, eat, perform, have pushcarts, etc. The planters shall be altered to accommodate seatwall to provide plenty of places to rest/eat/watch, etc. A large, centrally -located bike parking area will send a message about how alternative transit is valued in Turners Falls. The theory is that the view along the sidewalk will now be varied to provide a sense of something different and exciting happening as one walks the Avenue.

#### Streetlight Element

The Town intends to replace the existing streetscape lighting that is over 30 years old. There are approximately 30 posts that light both sides of downtown on Avenue A using high sodium vapor bulbs. The posts are wrought iron, and many have significant damage from salt. New wiring is required on many of the posts. The lighting is owned and maintained by the Town of Montague, but the Turners Falls Fire District pays for the electricity bills.

The Town is working with a supplier to identify a product. The Town will purchase the streetlights. The selected proponent is being asked to prepare a "typical" diagram for the installation of the light and pole on the existing mounts. The Town will also consult with the designer on the final light to be selected for purchase.

*Note: The Town does not have as-built plans for the streetscape.*

### **C. PROJECT DESCRIPTION**

The proposed project will result in the production of bid-ready plans and specifications for improvements to the Avenue A Streetscape, specially for a pedestrian plaza at 102-108 Avenue A and streetscape lighting upgrades on Avenue A from First Street to Sixth Street.

### **D. CONTRACT PERIOD**

NOV 2013 to JAN 2014

### **E. DESIGN FEE**

A separate fee proposal must be submitted. All fees will include all expenses both direct and indirect.

**A Fixed Fee has been established for this project for this project:**

Per Scope of Services \$ 9,000

This is not a price competition; the Committee's decision will be based upon qualifications and experience with similar projects. The Committee will review and score proposals. After scoring the proposals and checking references the committee *MAY* interview and score the interview of the three (3) highest scoring firms. After the interview, the committee will then open fee proposals. The committee intends to offer the project to the firm that receives the highest combined score including the comparative criterion and the interview scores. We will offer the project to the highest combined scoring firm for a fixed fee.

**F. PROPOSAL REQUIREMENTS**

The following items must be included in all proposals:

- General design experience of the firm
- Acceptance of the scope of services as outlined in the RFP
- Outline similar experience in park and accessibility projects in Massachusetts
- Examples of the firm's similar projects funded by state or federal programs in Massachusetts
- Familiarity with HUD regulations under Title I of the Housing and Community Development Act of 1974, as amended
- Certificate of compliance with local, state, and federal tax laws (forms attached)
- Certificate of Non-collusion (forms attached)
- Price Form
- MBE/WBE eligibility certification, if applicable

**G. EVALUATION CRITERIA**

All proposals will be evaluated based upon minimum and comparative criteria. The Town will award a contract for this project to the firm(s) or individual(s) who submit(s) the most advantageous proposal based on consideration of specified evaluation and selection criteria. The Town will then evaluate the proposals using the comparative evaluation criteria. The Town may at its own discretion schedule interviews and score them.

**1. Minimum criteria:** Each proposal must meet all of the following criteria in order to be considered

for further evaluation:

- Firm must have at least three (3) years of Design experience.
- Firm must have Massachusetts registered professional civil engineer and landscape architect on staff.
- Firm must have experience designing streetscapes
- Firm must provide examples of past projects that they have designed, managed and the outcome. Include budget, change orders and timely completion of the

project

- Firm must have experience with projects funded by local, state and/or federal programs
- Firm must provide three (3) written professional references for similar projects, including names, addresses, projects you worked on, their costs, funding sources, and phone number
- List of streetscape projects completed in the past two years including names, addresses, their costs, funding sources, and phone number for reference purposes.

**2. Comparative Criteria:** The following rating will be used to evaluate those firms that meet the minimum evaluation criteria listed above. Those proposals that do not meet the minimum criteria may be reviewed at the town's discretion. If a proposal scores *Not Advantageous/Does Not Meet* on any of the following comparative criteria the Town may consider the proposal unacceptable and not review it any further. The Town will consider the following comparative criterion for award:

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

The criteria that will be used for comparative purposes are the following:

## **H. EVALUATION OF DESIGN AND CONSTRUCTION MANAGEMENT EXPERIENCE**

A firm's work examples and approach to the problem will be evaluated in conjunction with examples submitted of similar projects for municipal park improvements and the firm's references.

*Standard Criterion:* Firms that clearly demonstrate their experience working on similar projects including park and architectural barrier removal projects using CDBG funding, that understand the community's needs and the Downtown Livability Plan, that articulate understanding of the project based upon experience, background, and examples. Has had direct experience working with state or federally funded projects will be considered highly advantageous.

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

**I. QUALIFICATION OF PROJECT PERSONNEL – DESIGN TEAM**  
**(Project Manager and assigned design professionals)**

*A key consideration for the Town is the ability of the team to begin work immediately, complete the design and maintain the project budget.*

*Standard Criteria:* A Team that demonstrates experience with park design projects. A team that has seen its work translated into actual construction. The design team has completed projects in a timely fashion, work has adequately taken into account community concerns and have a history of cost controls during construction This will be amplified by the impact of the design and the demonstrated experience with state and federal funding resources. Design team that has experience working together on past projects.

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

**J. RESPONSIVENESS TO REQUEST FOR QUALIFICATIONS**

The Town is interested in how well the proposing firm understands the project requirements, the firm's approach to the project in meeting the specific needs of the Town, the firm's level of interest, that the firm has demonstrated a commitment to the project timetable, project scope of services and the overall quality of the firm's proposal

***Highly advantageous***

Proposal excels on the specific criterion

***Advantageous***

Proposal meets evaluation standard for the criterion

***Not Advantageous/Does Not Meet***

Proposal does not fully meet the evaluation criteria, leaves a question or issue not fully addressed, or does not address the element

**K. FINANCIAL STRENGTH**

***Highly Advantageous***

Consultant, or Lead Consultant if a team, has revenues greater than \$500,000 per year.

***Advantageous***

Consultant, or Lead Consultant if a team, has revenues equal to \$500,000 per year

***Not Advantageous/Does Not Meet***

Consultant, or Lead Consultant if a team, has revenues less than \$500,000 per year.

#### **L. INTERVIEW**

**The Town, after** reviewing proposals and at its sole discretion, *may* interview firms that meet the minimum and comparative criteria (finalists).

The interview will be held to determine the most *highly advantageous* firm based on the following:

- The professional experience of the consulting team with preparation of bid ready plans and specifications for municipal park improvement projects
- The specific details of the work plan presented by the team and questions asked of interviewers.
- The experience of personnel assigned to the project
- Presentation skills

#### **M. PROJECT TIMETABLE**

Nov 4, 2013	Award Contract and Project Start up meeting
December 20, 2013	75% design with preliminary cost estimate due
January 13, 2013	Bid ready Plans and Specifications Complete

#### **N. MISCELLANEOUS ARTICLES**

- The Contractor shall maintain worker's compensation for all employees in accordance with Massachusetts General Law.
- The Contractor shall deposit evidence of such insurance prior to the commencement of the project.
- The Contractor shall be solely responsible for all claims of whatever nature arising out of the rendering of services by the Contractor during the term of this proposal and the Contractor shall indemnify and hold harmless against the same to the extent permitted by law.
- The selection of the successful proposer shall be made without regard to race, color, sex, age, religion, political affiliation or national origin.



# AVENUE A STREETSCAPE ENHANCEMENT PROJECT

## Request for Proposals

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### Design and Bid ready Plans and Specifications

Prices must be submitted on this form and submitted in a sealed envelope separate from the non-price technical proposal. Prices submitted on any other form will not be considered valid. Please return this form and the non-price proposals to:

Town of Montague  
Planning and Conservation Department  
One Avenue A Turners Falls, MA 01376

Technical proposals and price proposals must be received by **2:00 p.m on 10/30//2013** at the Montague Town Hall, 1 Avenue A, Turners Falls, Massachusetts 01376. Postmarks will not be considered. All non-price proposals will be publicly opened and recorded at the above address, date and time. All offers are subject to specifications in RFP – **AVENUE A STREETSCAPE IMPROVEMENT ENHANCEMENTS PROJECT**. This contract may be extended for up to thirty (30) days at the request of the Town of Montague.

In compliance with the above, the undersigned offers and agrees, if this offer is accepted within thirty (30) business days from date of receipt of offers specified above, to furnish all such services described in the specifications in RFP for the following price and that said price will be good for one year.

LUMP SUM BID PRICE:     \$ \_\_\_\_\_

OFFEROR: \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date Offered

PHONE: \_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

FED TAX ID NUMBER: \_\_\_\_\_

## APPENDIX

### Concept Plaza Design- 102-108 Avenue A (From 2013 Downtown Turners Falls Livability Plan ) [http://www.montague.net/Pages/MontagueMA\\_Planning/Livability](http://www.montague.net/Pages/MontagueMA_Planning/Livability)

#### BLOCK 2 - Potential

##### POTENTIAL Block 2 - Aerial

Sidewalk extends into parking places to provide place for seating, plantings and public art. This provides a plaza-like gathering space to people-watch, eat, perform, have pushcarts, etc.

Increased bike parking.

Planters altered to accommodate seatwall.



##### POTENTIAL Block 2 - Streetview

View along sidewalk now is varied, providing a sense of something different and exciting happening as you continue walking.

Public art enlivens street culture.

Seatwalls provide plenty of places to rest, as well as watch, eat, etc.

A large, centrally-located bike parking area sends a message about how alternative transit is valued in Turners Falls.

Dodson & Flinker, Howard/Stein-Hudson | June 2013



BLOCK 2 - Existing Conditions



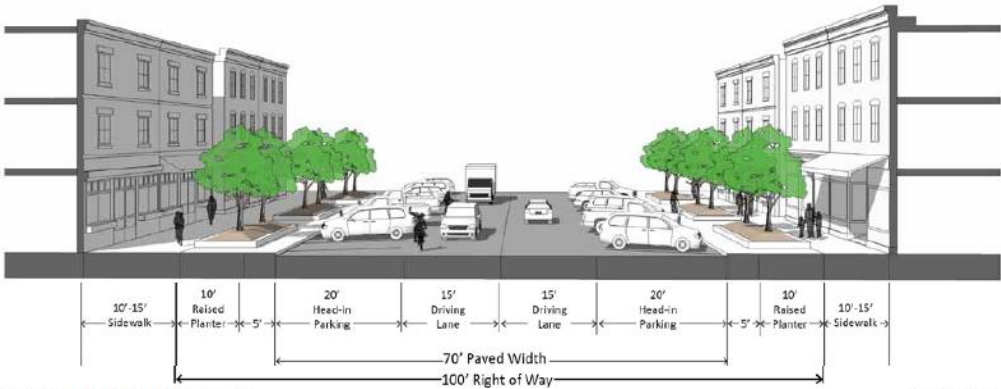
EXISTING Block 2 - Aerial

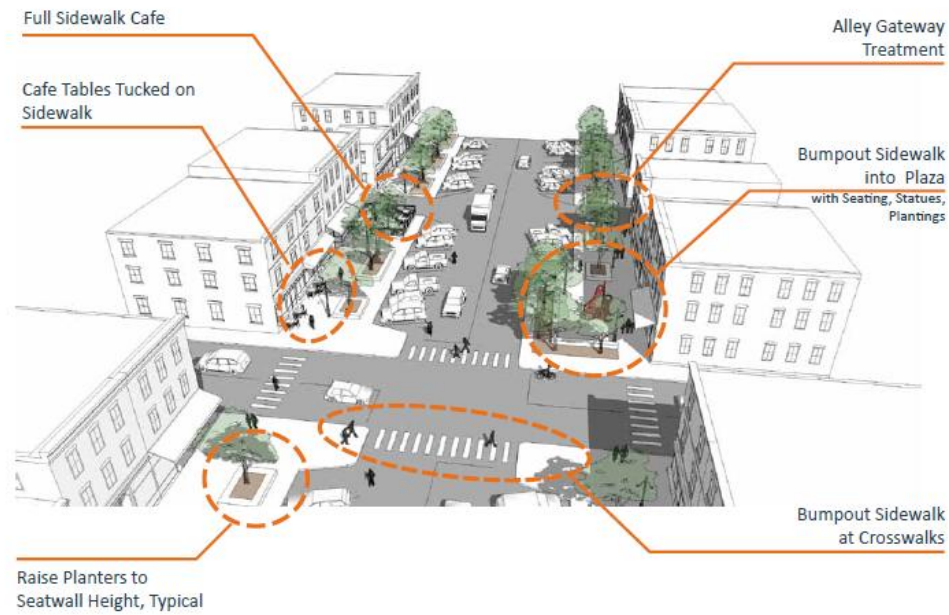
Uniform Planters and sidewalk treatment.  
Long crosswalk for pedestrians.



EXISTING Block 2 - Streetview

Uniform sidewalk experience with long, unbroken views.  
Planter mounds make planting difficult and walls are too low for seating.  
No place to “rest”.





## Recommended Streetscape Improvements in 2013 Downtown Livability Plan



Plaza locus map





Existing Condition: Streetlights

# **SAMPLE PROFESSIONAL SERVICES CONSTRUCT**

## **AGREEMENT**

### **BY AND BETWEEN**

### **TOWN OF MONTAGUE**

### **AND**

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_ 2013 by and between the **TOWN OF MONTAGUE**, 1 Avenue A, Turners Falls, Massachusetts (hereinafter referred as "**TOWN**") and, , (hereinafter referred to as "**Consultant**")

WITNESSETH THAT:

WHEREAS, the TOWN of MONTAGUE intends to implement streetscape improvements recommended in the 2013 Downtown Turners Falls Livability Plan and has sought design services complete bid-ready plans and specifications for improvements to the Avenue A Streetscape, specially for a pedestrian plaza at 102-108 Avenue A and streetscape lighting upgrades on Avenue A from First Street to Sixth Street.

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The TOWN hereby engages the CONSULTANT to perform the services set forth herein and the CONSULTANT hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The CONSULTANT shall perform the necessary services as described in the Consultant Scope of Services in Attachment A.
3. **RESPONSIBILITY OF THE TOWN:** The TOWN shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
4. The TOWN shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN representative is Walter Ramsey, Town Planner.
5. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the TOWN
6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about Nov 4, 2013 , and shall be undertaken and completed in sequence as to assure their expeditious completion.
  - 6.1 All services required hereunder shall be completed by January 13, 2013
7. **COMPENSATION:** OWNER will pay the consultant a total fee in the amount not to exceed Nine Thousand dollars and no cents with no reimbursement for out-of pocket expenses, based on invoices submitted in the approved form and according to the "Method and Schedule of Compensation", found as Attachment B.

## 8. GENERAL PROVISIONS:

8.1 RETENTION OF RECORDS: The CONSULTANT shall maintain in accordance with 24 CFR Part 85, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.

8.2 ACCESS TO RECORDS: The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the Mass. CDBG, their authorized representatives, authorized representatives of HUD, the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other compilative data of the CONSULTANT which pertain to the performance of the provisions and requirements of this Agreement, as provided by Executive Order 195.

8.3. TERMINATION: The TOWN may terminate the contract, for cause, upon 15 days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents shall become the property of the TOWN.

8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Method and Schedule of Compensation," Attachment C.

8.4 AMENDMENTS: This Agreement may be amended provided such amendment is in writing by the signatories hereto, and receives approval from Mass. CDBG prior to its effective date.

8.5 NON-DISCRIMINATION: The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of the Vietnam Era Act (for projects of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 74, as amended and revised by Executive Orders 116, 113 and 227; and Mass. CDBG regulations, procedures or guidelines.

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The

CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

8.6     **PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in 24 CFR 85.36 and Mass. CDBG regulations, procedures and guidelines with respect to standards governing procurement, and any applicable provisions of State laws and regulations relative thereto, including Chapter 30, section 39M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient take affirmative steps to award a fair share of contracts taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

8.7     **EMPLOYMENT OPPORTUNITIES:** Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.

8.8     **FAIR HOUSING:** In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.

8.9     **LABOR STANDARDS:** Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act, and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of the rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.) and the Copeland Anti-Kickback Act.

8.10    **CONFLICT OF INTEREST:** The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.

8.11    **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND Mass. CDBG REGULATIONS, PROCEDURES, AND GUIDELINES:** All activities authorized by this agreement shall be subject to and performed in accordance with the provisions of the Town's Grant Agreement with Mass. CDBG and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protection, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as may be amended from time to time, OMB Circular A-133 Audits of State, Local, and Non-profit Organizations; OMB Circular A-87 Cost Principles for State and Local Government; 24 CFR Part 85 Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments (including where relevant Subpart B and C-85.20 through 85.22; 85.25; 85.30 through 85.37), all applicable State and local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.

9.       **AVAILABILITY OF FUNDS:** The Town plans to use Program Income for this project.



10. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the Consultant's breach of this agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

11. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to undertaken as part of the Scope of Services, Attachment A, as required by federal, state or local laws or regulations, and shall comply with the provisions of 24 CFR Part 85.36 with respect to any bonding or other insurance requirements.

12. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and state regulations, including M.G.L., C. 66 section 10, regarding access to public records.

13. COPYRIGHT: No material prepared in whole or in part under this agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.

14. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.

15. The following Certificate of Tax Compliance must be completed and submitted as part of this contract

**Certificate of Tax Compliance**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A, the signatory for

\_\_\_\_\_

Certifies under the pains and penalties of perjury that said consultant has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

By: \_\_\_\_\_

(Signature of authorized representative)

\_\_\_\_\_

(Title)

**Certificate of Non-Collusion**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals.

Printed name, Title:

Name of Consultant:

Signature \_\_\_\_\_

16. SEVERABILITY: If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS THEREOF, the TOWN and the CONSULTANT have executed this AGREEMENT under seal in Duplicate as of the date above written.

**(Consultant)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Its \_\_\_\_\_

**TOWN OF MONTAGUE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Its Chair

Certification as to Availability of Funds:

\_\_\_\_\_  
Town Accountant

\_\_\_\_\_  
Date

Approval of Contract as to Appropriate Procurement Method

\_\_\_\_\_  
Town Procurement Officer

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**TOWN OF MONTAGUE**  
**CONSULTANT SCOPE OF SERVICES**

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**ATTACHMENT B**

***METHOD AND SCHEDULE OF COMPENSATION***

MONTHLY PROGRESS PAYMENTS  
BY %/DESCRIPTION OF SCOPE TASK COMPLETED

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